

### **REMARKS**

Claims 60 and 63-65 are in the application.

The 35 USC 112 objections to the claims as being indefinite have been addressed.

Original Claims 60, 61 and 62 have been combined, and the language of claim 60 has been clarified to reinforce the Applicant's previous submissions (Amendment filed 21 February 2007), in particular so that the claim language now distinctly defines differences from Okamoto *et al.* (US 5,224,162) previously referred to. Thus, in particular, claim 60 now recites, "wherein said seller is not a bank" and "without settlement of an account with a bank, negotiating said new electronic negotiable documents separately to one or more further buyers...".

#### **Claim 60 is novel and inventive.**

*Okamoto et al. does not teach or suggest an electronic document which is truly negotiable:*

In our previous submissions, we explained that Okamoto *et al.* does not teach or suggest an electronic document which is truly negotiable: the electronic cash described by Okamoto, once it has been spent, must be cleared with the bank which issues it. It cannot be negotiated twice. We previously referred to column 5, lines 28 to 32:

“The user uses the electronic cash many times to various stores until the face value of his electronic cash is reached. Finally, each store settles an account with the bank **100** for each payment of the electronic cash by the user”.

That is, as mentioned in our previous submissions, the user can spend his electronic cash at various stores but each store must then settle an account with the bank: the shop owner cannot go to another shop and spend the cash again.

*Applicant's Seller is not a bank:*

The Applicant understands the Examiner's objection at page 4 of the Final Rejection, where the Examiner considers that the bank is the seller, the person to whom the cash is issued by the bank is the buyer, and (presumably) the further buyers are the shops mentioned in Okamoto. The Examiner will understand that it was not the intention of the claim language to cover this; that is, the reference to a “seller” in the claim was not meant to cover a bank.

Accordingly the claim language has been clarified to explicitly recite “wherein said seller is not a bank”.

*Negotiating new Electronic Negotiable Documents to further buyers:*

To further clarify the distinctions of the claimed subject matter from Okamoto, claim 60 now recites that the new electronic negotiable documents resulting from the re-

cited splitting are negotiated separately to one or more further buyers “without settlement of an account with a bank”. Okamoto *et al.* is completely unable to do this.

Fundamentally, Okamoto relates to the issuance of electronic cash by a bank and teaches two approaches which are both similar to one another and very different from the claimed invention.

One approach is referred to in Okamoto as the “Okamoto-Ohta” system and is described in Okamoto under the “Background of the Invention” heading at column 3, lines 13 to 24. In this approach, the electronic cash comprises 1-cent electronic coupon tickets and the user employs as many as needed for the price of an article. In the improved approach described by Okamoto, a tree structure is used with nodes corresponding to amounts of money, thus reducing the amount of data when paying (column 3, line 65 to column 4, line 5 *et seq.*).

As mentioned above, this approach does not enable “an electronic negotiable document sold by a seller to a buyer, wherein said seller is not a bank, ...” to be split and “without settlement of an account with a said bank, negotiating said new electronic negotiable documents separately to one or more further buyers without the involvement of a trusted third party (TTP)” as recited in claim 60.

Okamoto teaches “selecting” not splitting:

Further Okamoto does not in fact teach splitting an electronic negotiable document: instead (column 4, lines 6 to 7) state:

“The user selects a combination of nodes corresponding to the amount of money used from the hierarchical structure table ...”.

In other words, the electronic cash in Okamoto is created already split: it is divided into amounts of different value according to nodes on the hierarchical structure. In the Okamoto-Ohta system, the electronic cash is pre-divided into 1-cent electronic coupons. Thus there is no need for any splitting in Okamoto because the electronic cash is already divided into varying amounts – the user simply selects those amounts needed for the price of an article. Following on from this, claim 60, further recites “digitally signing said splitting using said secret key of said buyer tamper-resistant document carrier hardware...”, but the electronic cash in Okamoto is signed by the bank, not by the buyer. See, for example, column 2, lines 46 to 51:

“when the user wants the bank to issue electronic cash, he obtains the blind signature of the bank...and uses the thus signed information as electronic cash C...”.

and also (column 9, lines 11 to 14):

“that is, the bank **100** generates a blind signature Z’ corresponding to the amount of money to be withdrawn from the user’s account and then sends the blind signature Z’ to the user **200**.”

Still further, Okamoto does not teach or suggest that the electronic negotiable document and new electronic negotiable documents each have an associated sequence number signed by a secret key. The Examiner is respectfully contested on this point: nowhere in the passage cited by the Examiner (column 3, line 24 to column 4, line 16) or

anywhere else in Okomoto is there any mention of “new electronic negotiable documents” as claimed, still less any teaching that the new electronic negotiable documents should each include an associated sequence number signed by a secret key.

On the above points, neither the cited Fischer (US 5,001,752) or Ishiguro *et al.* (US 5,396,558) provide any assistance to one of the ordinary skilled in the art in either teaching or suggesting the claimed subject matter referred to above.

It is therefore submitted that claim 60 should be allowed.

Claims 63 to 65, being dependent on claim 60, should also be allowed for the same reasons, and in addition because they specify additional method steps not taught by the cited references.

For the foregoing reasons, this application should be allowed.

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